

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

KRISTEN BLANDA,

Plaintiff,

-against-

WHITE & CASE LLP,

Defendant.

**COMPLAINT**

Index No.:

Jury Trial Demanded

Plaintiff KRISTEN BLANDA (“Plaintiff”), by and through her counsel, BORRELLI & ASSOCIATES, P.L.L.C., as and for her Complaint against WHITE & CASE LLP (“Defendant”), alleges upon knowledge as to herself and her own actions and upon information and belief as to all other matters as follows:

**NATURE OF CASE**

1. This is a civil action seeking monetary damages and equitable relief for Defendant’s violations of: (i) New York Labor Law (“NYLL”) § 194(4) and its implementing regulations found in N.Y. Comp. Codes R. & Regs. (“NYCRR”) tit. 12, § 194-1.1 *et seq*; (ii) NYLL § 215; and (iii) any other cause(s) of action that can be inferred from the facts set forth herein.

2. Plaintiff worked for Defendant - - a white shoe, international law firm - - in its Manhattan office as a “Practice Assistant” from February 10, 2019 until June 21, 2019. As described below, Defendant unlawfully disciplined Plaintiff after she engaged in the protected activity under the NYLL and the NYCRR of discussing her salary with coworkers despite Defendant not presenting her with a written policy limiting her from discussing her compensation during work hours, as the NYLL and the NYCRR require an employer to

implement before restricting any such discussion. Subsequently, after Plaintiff complained about being disciplined for engaging in activity protected under the NYLL and the NYCRR and confirmed that she had engaged in such protected activity, Defendant retaliated by terminating Plaintiff's employment, in further violation of the NYLL.

### **PARTIES**

3. At all relevant times, Plaintiff was and is a resident of the State of New York and was an "employee" entitled to protection as defined by the NYLL and the NYCRR.

4. At all relevant times, Defendant was and is a domestic limited liability partnership with its principal place of business located at 1221 Avenue of the Americas, New York, New York 10020, and was and is an "employer" within the meaning of the NYLL.

### **BACKGROUND FACTS**

5. Defendant is a white-shoe, international law firm based in New York City.

6. Defendant employed Plaintiff to work as a "Practice Assistant" from February 10, 2019 to June 21, 2019.

7. As a "Practice Assistant," Plaintiff's primary duties consisted of assisting lawyers in the administrative components of handling their workload, specifically by, *inter alia*: preparing and comparing documents; booking travel; managing outgoing mail; and providing support for legal work on an as-needed basis.

8. During the second month of Plaintiff's employment, in or around late-March 2019, Plaintiff and two of her coworkers - - Arlene Amador and Tamara Harounian - - discussed their respective salaries in a casual conversation.

9. Several months later, on or shortly before June 19, 2019, Harounian became upset that Plaintiff's compensation was greater than hers, and she complained about it to her supervisor, Senior Manager of Secretarial Services, Joanne Harkin.

10. As a result, that same day, Harkin called Plaintiff into a meeting with both herself and Human Resources Manager Charles Busuttil.

11. During the June 19, 2019 meeting, Busuttil confronted Plaintiff by stating, "we understand that you are talking about your salary with other employees."

12. Plaintiff replied that she was "just answering a question" from one of her coworkers and by confirming that they had discussed their salaries.

13. Harkin then retorted: "you shouldn't have answered."

14. Busuttil admonished Plaintiff by stating: "I don't know what your other experience is, but you're not allowed to do that."

15. Busuttil and Harkin then both instructed Plaintiff to refrain from discussing her salary with any of her coworkers any further.

16. After the meeting that day, Plaintiff returned to her desk and complained to her coworker, Amador, about the admonishment she had received, specifically voicing her frustration that she should not have been reprimanded for sharing information about her salary with her coworkers, as Plaintiff knew that she was permitted to do so under New York law.

17. Before the end of the day, Plaintiff returned to Harkin and Busuttil to further clarify the purpose of their meeting and to express her fear that she was at risk of losing her job for discussing her salary with her coworkers, which she knew to be permissible under New York law.

18. Busutil responded that Defendant expected her to be a “perfect employee” and that, in addition to no longer discussing her salary with her coworkers, Plaintiff was further obligated to keep her conversation with him and Harkin - - in which the duo violated the NYLL by reprimanding Plaintiff for discussing her salary with coworkers and wherein Plaintiff responded by confirming that she had indeed engaged in activity protected under the law - - “confidential.”

19. Two days later, on June 21, 2019, while Plaintiff was on an approved vacation, Busutil abruptly emailed and texted Plaintiff telling her to call him, which she immediately did.

20. During the call, Busutil unequivocally stated that he had “discovered that [Plaintiff] didn’t keep her conversation with [him and Harkin] confidential,” and that Defendant was “moving forward with [the termination of her employment].”

21. Plaintiff immediately responded that “it’s within [her] rights to talk about salary [and] that it’s illegal to ask [her] not to.”

22. In response, and without even bothering to offer a pretextual basis for Plaintiff’s termination, Busutil brazenly stated, “that’s not the issue . . . it’s because you talked about our conversation,” which was the very conversation in which Plaintiff admitted to engaging in activity protected under the NYLL.

23. At the conclusion of that phone call on June 21, 2019, Busutil terminated Plaintiff’s employment.

24. Defendant never, at any time, presented Plaintiff with any written policy defining or limiting the circumstances under which Defendant’s employees are permitted to discuss their wages / salaries with one another.

**AS AND FOR A FIRST CAUSE OF ACTION*****Unlawful Prohibition Against Inquiring, Discussing, or Disclosing Wages in Violation of the  
NYLL and the NYCRR***

25. Plaintiff repeats, reiterates, and re-alleges each and every allegation set forth above with the same force and effect as if more fully set forth herein.

26. NYLL § 194(4) and 12 NYCRR § 194-1.1 *et seq.* prohibit employers from prohibiting employees from inquiring about, discussing, or disclosing the wages of such employee or another employee, absent an express written policy explicitly and reasonably limiting discussions involving compensation during work hours.

27. As described above, Defendant is an employer within the meaning of the NYLL and the NYCRR, while Plaintiff was an employee within the meaning of the NYLL and the NYCRR.

28. As also described above, Defendant disciplined Plaintiff for discussing her and her colleagues' compensation during work hours without issuing her any written policy pertaining to such discussions, let alone one explicitly and reasonably limiting discussions involving compensation during work hours.

29. Plaintiff is entitled to compensatory damages, interest, attorneys' fees, and costs and disbursements in this action for Defendant's violations of the NYLL and the NYCRR.

**AS AND FOR A SECOND CAUSE OF ACTION*****Retaliation in Violation of the NYLL***

30. Plaintiff repeats, reiterates, and re-alleges each and every allegation set forth above with the same force and effect as if more fully set forth herein.

31. NYLL § 215(1)(a)(i) prohibits employers from discharging or in any other manner discriminating against an employee because such employee has made a complaint to any

person that the employer has engaged in conduct that the employee, reasonably and in good faith, believes violates any provision of the NYLL.

32. NYLL § 215(1)(a)(ii) prohibits employers from discharging or in any other manner discriminating against an employee because such employer believes that such employee has made a complaint to any person that the employer has violated any provision of the NYLL.

33. NYLL § 215(1)(a)(vi) prohibits employers from discharging or in any other manner discriminating against an employee because such employee has otherwise exercised rights protected under the NYLL.

34. As described above, Defendant is an employer within the meaning of the NYLL, while Plaintiff was an employee within the meaning of the NYLL.

35. As also described above, after Plaintiff engaged in activity protected under the NYLL, Defendant retaliated by terminating Plaintiff's employment.

36. As a direct and proximate result of Defendant's unlawful retaliatory conduct in violation of the NYLL, Plaintiff has suffered, and continues to suffer, economic loss, for which she is entitled to an award of monetary damages and other relief.

37. As a direct and proximate result of Defendant's unlawful retaliatory conduct in violation of the NYLL, Plaintiff has suffered, and continues to suffer, emotional distress, for which she is entitled to an award of monetary damages and other relief.

38. Plaintiff is also entitled to compensatory damages, punitive damages, liquidated damages, interest, attorneys' fees, and costs and disbursements in this action for Defendant's violations of the NYLL's anti-retaliation provisions.

39. Pursuant to NYLL § 215(2)(b), contemporaneous with the filing of this Complaint, Plaintiff is serving a Notice of Claim upon the Office of the New York State

Attorney General, thereby advising the aforementioned of her claim for retaliation under Section 215 of the NYLL.

**DEMAND FOR A JURY TRIAL**

40. Plaintiff demands a trial by jury of all issues and causes in this action.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff demands judgment against Defendant as follows:

a. A judgment declaring that the practices complained of herein are unlawful and in violation of the aforementioned New York State laws;

b. Preliminary and permanent injunctions against Defendant and its officers, owners, agents, successors, employees, representatives, and any and all persons acting in concert with them, from engaging in each of the unlawful practices, policies, customs, and usages set forth herein;

c. An order restraining Defendant from any retaliation against Plaintiff for participation in any form in this litigation;

d. Granting an award in an amount to be determined at trial to compensate Plaintiff for all monetary and/or economic damages in connection with her claims, whether legal or equitable in nature, including back pay, front pay, and any other damages for lost compensation or employee benefits that she would have received but for Defendant's unlawful conduct;

e. Granting an award of liquidated damages as recoverable under the NYLL;

f. Granting an award of damages to be determined at trial to compensate Plaintiff for harm to her professional and personal reputations and loss of career fulfillment in connection with her claims;

- g. Granting an award of damages to be determined at trial to compensate Plaintiff for emotional distress and/or mental anguish in connection with her claims;
- h. Granting an award of punitive damages, as provided by law;
- i. Awarding Plaintiff her reasonable attorneys' fees, as well as her costs and disbursements incurred in connection with this action, including but not limited to any expert witness fees and other costs;
- j. Awarding pre-judgment and post-judgment interest, as provided by law; and
- k. Granting such other and further relief, including equitable relief, as the Court may deem just and proper.

Dated: New York, New York  
October 4, 2019

Respectfully submitted,

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